

## AGREEMENT

AGREEMENT made this 1<sup>st</sup> day of December, 2017, between Essential Information, Inc., a Washington, DC nonprofit corporation located at 1530 P Street, NW Washington, DC and UnKoch My Campus ("UnKoch") an unincorporated association, located at 1530 P Street, NW Washington, DC.

WHEREAS, Essential Information is exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, (the "Code") and has been classified as other than a private foundation under Code Section 509 a (1);

WHEREAS, the purposes of Essential Information include the following: providing information to the public on important topics neglected by the mass media and policymakers; publishing books and reports; sponsoring investigative journalism conferences; providing writers and citizen activists with grants to pursue investigations and various projects; and operating clearinghouses which disseminate information to grassroots organizations worldwide.

WHEREAS, the Grantee, UnKoch is an unincorporated organization designed to raise public awareness among university stakeholders, allied organizations, and the general public about Koch's undue influence on college campuses;

WHEREAS, Essential Information desires to accept UnKoch as a Program of Essential Information and to receive grants, contributions and gifts to be awarded by donors to Essential Information to further UnKoch;

NOW THEREFORE, in consideration of the mutual promises, conditions and covenants contained herein, the parties agree as follows:

1. Essential Information agrees to receive grants, contributions and gifts (the "Funds") to be used for UnKoch.
2. Essential Information will provide limited administrative support to UnKoch. UnKoch agrees that it will pay all administrative costs associated with its project and that UnKoch will be responsible for any legal expenses incurred in connection with sponsoring this project. Essential Information estimates that administrative costs associated with the UnKoch project will be under two percent of the total funds received for the UnKoch project.

3. UnKoch may solicit contributions that are earmarked for the activities of UnKoch. Essential Information shall be responsible for the processing and acknowledgement of all monies received for UnKoch.

4. UnKoch's sources of funding for grants and the text of UnKoch's grant applications are subject to approval by Essential Information. UnKoch will provide Essential Information with copies of all grant applications, recommendations regarding grant awards and other documentation required by Essential Information to enable it to fulfill its obligations as a fiscal sponsor. Essential Information's Executive Director must approve the submission of all grant applications or proposals. All grant agreements, pledges, or other commitments with funding sources to support UnKoch shall be executed by Essential Information. As with other fundraising, Essential Information shall be responsible for the processing and acknowledgement of all grant monies received for UnKoch, which shall be reported as the income of Essential Information for both tax purposes and for purposes of Essential Information's financial statements.

5. UnKoch's obligations shall include the following:

a. UnKoch agrees to use any and all funds it receives from Essential Information exclusively for charitable, scientific, literary or educational purposes consistent with Section 501(c)(3) and Section 170(c)(2)(B) of the Internal Revenue Code and at all times engage in activities and act as an organization solely described in Section 501(c)(3) of the Code.

b. UnKoch agrees that at no time will any funds it receives from Essential Information be used to influence the outcome of any specific public election, or to participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office. Additionally, UnKoch agrees that at no time will any funds it receives from Essential Information be used for any attempt to influence the outcome of any selection, nomination, election, or appointment of any individual to any public office or office of a political organization within the meaning of Internal Revenue Code Section 527(e)(2).

c. UnKoch agrees that no funds that it receives from Essential Information will be used to carry on propaganda or otherwise to attempt to influence legislation within the meaning of Internal Revenue Code Section 4911(d) unless UnKoch receives prior written approval for any such expenditure from Essential Information.

d. UnKoch will maintain financial records adequate to demonstrate the use of all funds it receives from Essential Information and agrees to retain such records for at least four years after the conclusion of any grant period.

e. UnKoch shall submit a full and complete narrative report that describes the activities of the project associated with each grant provided to Essential Information for UnKoch's work. UnKoch shall submit these grant reports to Essential Information thirty days before Essential Information is required to provide financial and narrative reports to any funder.

6. The Funds will be under the control of Essential Information and will be distributed for UnKoch at the discretion of Essential Information. Essential Information only authorizes UnKoch to make expenditures, which do not exceed total contributions for UnKoch, on its behalf for use in the Project. UnKoch will request disbursements of Funds solely for legitimate expenses in furtherance of UnKoch's purpose.

7. UnKoch agrees to use any and all funds received from Essential Information solely for legitimate expenses of UnKoch, and to account fully to Essential Information for the disbursement of all Funds received from Essential Information during each calendar quarter within ten (10) business days after the end of such calendar quarter. In addition to a financial accounting of Funds received from Essential Information, the quarterly report from UnKoch will include a narrative description of the status and accomplishments of UnKoch.

8. Essential Information agrees that all grants, charitable contributions and gifts which it receives for UnKoch will be reported as contributions to Essential Information as required by law, and further agrees to acknowledge receipt of any such grant, contribution or gift in writing to the donor and to furnish evidence of Essential Information's status as an exempt organization under Code Section 501(c)(3) to the donor upon request. Essential Information agrees to notify UnKoch of any change in its tax-exempt status.

9. UnKoch agrees not to use funds from Essential Information in any way which would jeopardize the tax-exempt status of Essential Information. UnKoch agrees to comply with any written request by Essential Information that it cease activities which might jeopardize Essential Information's tax status or result in adverse consequences to Essential Information.

10. UnKoch agrees to use its best efforts to carry out UnKoch's purposes. UnKoch will advise Essential Information on any proposed material changes to UnKoch and will not make any changes without the prior written consent of Essential Information.

11. This agreement will remain in force until December 31, 2018 unless it is terminated with 60 days written notice by either Essential Information or UnKoch, whichever date is sooner. The foregoing notwithstanding, if Essential Information determines that its continued fiscal sponsorship of UnKoch may jeopardize Essential Information's tax-exempt status, Essential Information may terminate this Agreement immediately upon notice to UnKoch.

12. If UnKoch will continue to exist but Essential Information terminates the fiscal sponsorship of UnKoch, UnKoch may identify another nonprofit corporation that is tax-exempt under IRC Section 501(c)(3), is not classified as a private foundation under Section 509(a), and that is willing and able to sponsor UnKoch (the "Successor"). After all outstanding UnKoch liabilities have been satisfied, Essential Information will transfer the balance of funds held on behalf UnKoch to the Successor organization. Essential Information shall transfer these funds to the Successor organization as soon as administratively practicable, subject to the approval of any third parties (including funding sources) that may be required. If UnKoch has formed a new organization qualified to be a Successor, such organization shall be eligible to receive all such assets so long as such organization has received a determination letter from the Internal Revenue Service which states the new organization is exempt from federal tax under section 501(c)(3) of the Internal Revenue Code. If no Successor is found, Essential Information may allocate UnKoch's assets in any manner consistent with applicable federal and state tax laws and regulations.

13. UnKoch's publicity, news releases, programs and video tapes, and any other Project-related material circulated among the news media and the general public will only acknowledge the involvement of Essential Information as follows: "UnKoch My Campus" is a project of Essential Information" or some other acknowledgment agreed upon in writing by the parties.

14. This Agreement terminates if one or more of the following events occurs and continues:

a. Essential Information requests UnKoch to cease activities which Essential Information deems might jeopardize its tax-exempt status or which might result in

adverse tax consequences to Essential Information, and UnKoch fails to comply with such request, or

b. Either party hereto fails to perform or observe any other term, condition or covenant of this Agreement, which remains unremedied for a period of fifteen (15) calendar days after notice thereof is given to such party by the other party hereto; or

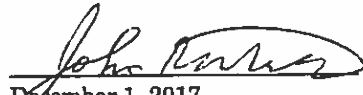
c. The parties hereto determine by mutual agreement, which is in writing and signed by each of the parties hereto, that this Agreement is terminated.

In the event this Agreement is terminated UnKoch funds will not be transferred to any individual or entity without the consent of Essential Information which will be restricted to transferring such funds solely to one or more Code Section 501(c)(3) organizations or to one or more individuals or entities as actual remuneration for services rendered to UnKoch.


15. This Agreement is governed by, and will be construed and interpreted in accordance with, the laws of the District of Columbia.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 1<sup>st</sup> day of December, 2017.

Essential Information  
By: John Richard, Director

  
December 1, 2017

UnKoch My Campus  
By Lindsey Berger

  
December 1, 2017